



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 13, 2006

Ordinance 15661

Proposed No. 2006-0568.3

Sponsors Phillips

1 AN ORDINANCE authorizing a special assessment for
2 resource conservation for natural resource conservation
3 purposes on all nonexempt properties within the King
4 Conservation District of King County of nine dollars and
5 ninety-eight cents per parcel plus one-cent per parcel for
6 parcels between one and five acres or two cents per parcel
7 for parcels greater than five acres, for the years 2007
8 through 2009.

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10
11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 **SECTION 1. Findings:**

13 A. The King Conservation District is a governmental subdivision of the state of
14 Washington, organized under chapter 89.08 RCW to protect and conserve natural
15 resources throughout King County except within the boundaries of the incorporated cities
16 of Enumclaw, Federal Way, Milton, Pacific and Skykomish.

17 B. RCW 89.08.400 authorizes special assessments for conservation districts for
18 activities and programs to conserve natural resources to be imposed by the legislative
19 authority of the county in which the conservation district is located for a period not to
20 exceed ten years.

21 C. The King Conservation District provides the benefits of resource practices,
22 programs and projects pursuant to chapter 89.08 RCW available to all land owners or
23 land occupiers within the district, including, but not limited to: technical assistance to
24 landowners to meet the requirements of state, county and municipal regulations relating
25 to conservation; technical support for King County agricultural programs; assistance to
26 landowners in resolving code enforcement issues relating to conservation and
27 environmental protection; development of plans for livestock manure storage facilities;
28 assistance to county and municipal departments with water quality coordination and
29 protections; coordination of intergovernmental partnerships to carry out joint projects,
30 including the development and implementation of watershed plans; assistance to
31 governments to develop livestock and agricultural laws and regulations; research to
32 determine and develop the most effective best management practices to improve water
33 quality; development of farm plans; cost-sharing funding for sensitive area best
34 management practices implementation; and other such natural resource conservation
35 activities as provided for in chapter 89.08 RCW.

36 D. The declaration of legislative intent in establishment of conservation districts
37 in RCW 89.08.010 is incorporated in this ordinance, notably the Legislature's
38 acknowledgement that "there is a pressing need for the conservation of renewable
39 resources in all areas of the state, whether urban, suburban, or rural, and that the benefits

40 of resource practices, programs, and projects, as carried out by the state conservation
41 commission and by the conservation districts, should be available to all such areas;
42 therefore, it is hereby declared to be the policy of the legislature to provide for the
43 conservation of the renewable resources of this state, and for the control and prevention
44 of soil erosion, and for the prevention of flood water and sediment damages, and for
45 furthering agricultural and nonagricultural phases of conservation, development,
46 utilization, and disposal of water, and thereby to preserve natural resources, control
47 floods, prevent impairment of dams and reservoirs, assist in maintaining the navigability
48 of rivers and harbors, preserve wildlife, protect the tax base, protect public lands, and
49 protect and promote the health, safety, and general welfare of the people of this state."

50 E. Pursuant to RCW 89.08.400, any system of special assessments for the
51 conservation district shall not apply in cities that are outside of the boundaries of the
52 district, though such cities may be located within King County and may receive a smaller
53 indirect benefit from the activities of the district and its citizens do not have direct access
54 to conservation services provided as a result of this assessment.

55 F. On July 28, 2006, the King Conservation District board of supervisors adopted
56 Resolution 2006-01 requesting King County to approve its proposed system of
57 assessments and authorize a special conservation fee assessment for a five -year period,
58 from January 1, 2007, through December 31, 2011, of nine dollars and ninety-eight cents
59 per parcel on all King County parcels except those classified forestry; provided that the
60 conservation assessment also includes a zero dollars per parcel annual rate for parcels
61 less than one acre, a one cent per parcel annual rate for parcels between one and five
62 acres and a two cents per parcel annual rate for parcels greater than five acres.

63 Accompanying the King Conservation District's system of assessments proposal was a
64 special benefit analysis conducted by the district that documents the economic value or
65 benefits of the district's natural resource conservation programs and services available to
66 all assessed lands within the district. This report shows that the value of these programs
67 and services exceeds ten dollars per parcel.

68 G. For the purposes set forth in chapter 89.08 RCW, the public interest is served
69 by the imposition of the special assessment for the conservation district, and all lands
70 within the boundaries of the King Conservation District, with forestlands, parcels owned
71 by the federal government and parcels owned by federally recognized tribes or members
72 of such tribes that are located within the historical boundaries of a reservation being
73 exempted from charge, have derived and will continue to derive a benefit from the
74 natural resource conservation projects and programs equal to or exceeding the ten dollars
75 per parcel assessment. Except for the parcels exempted herein, the assessment of nine
76 dollars and ninety-eight cents per parcel on all King County parcels, also including a
77 zero dollars per parcel annual rate for parcels less than one acre, a one cent per parcel
78 annual rate for parcels between one and five acres and a two cents per parcel annual rate
79 for parcels greater than five acres, is reasonably calculated to fund and provide public
80 access to conservation activities that shall continue to specially benefit these lands, and
81 these rate amounts do not exceed the special benefits that such lands receive or will
82 receive from these activities. The conservation activities funded herein consist of those
83 projects, programs and activities that are more fully described in Attachment A to this
84 ordinance, the proposed interlocal agreement between King County and the King
85 Conservation District, which agreement provides for cooperative efforts on the part of

86 King County and the King Conservation District to fund the priorities provided for in the
87 agreement and to promote the purposes of RCW 89.08.010 as described in Section D.
88 above to improve the quality of water and the conservation of natural resources in King
89 County and to assist landowners in King County to comply with laws and regulations that
90 protect the quality of the County's water and natural resources.

91 H. The proposed interlocal agreement between the King Conservation District
92 and King County specifies an allocation of special assessment expenditures for identified
93 natural resource conservation programs and activities for the years 2007, 2008 and 2009.
94 These programs and activities as allocated serve the public interest. The special
95 assessments to be imposed on any land will not exceed the special benefit that the land
96 receives or will receive from these programs and activities. Programs and activities
97 provided with assessment revenues as allocated in the proposed interlocal agreement
98 satisfy the requirements of RCW 89.08.400 for each of the three years of the assessment.

99 SECTION 2. A natural resource conservation special assessment for the King
100 Conservation District of nine dollars and ninety-eight cents per parcel on all property
101 within the district plus an additional zero dollars per parcel annual rate for parcels less
102 than one acre, a one cent per parcel annual rate for parcels between one and five acres
103 and a two cents per parcel annual rate for parcels greater than five acres, is hereby
104 imposed for collection effective January 1, 2007, through December 31, 2009, with the
105 following lands exempted from such charges: lands assessed as forestland; parcels
106 owned by the federal government; and parcels owned by federally recognized tribes or
107 members of such tribes that are located within the historical boundaries of a reservation.
108 The use of revenues from this assessment is subject to the terms of the interlocal

109 agreement between the King Conservation District and King County, Attachment A to
110 this ordinance, which may be amended from time to time. This assessment for any year
111 may be modified or repealed by ordinance on or before December 31 of the preceding
112 year.

113 SECTION 3. The amount of the assessment shall constitute a lien against any
114 property for which the assessment has not been paid by the date it is due. A notice of lien
115 shall be sent to each owner of such property.

116 SECTION 4. Pursuant to RCW 89.08.400(2), the King Conservation District
117 special assessments may be revised by the King County board of appeals with respect to
118 individual parcels. Appeals of the special assessment for the King Conservation District
119 must be filed with the King County board of appeals in a manner prescribed by the board
120 on or before March 30, 2007, for the 2007 assessment, and by March 30 of each ensuing
121 calendar year for that year's assessment. The board of appeals shall hold a public hearing to
122 consider objections to the special assessment for the King Conservation District, act as a
123 board of equalization and make any adjustments to the special assessment. The board
124 may make reductions in assessments for properties which meet the exemption criteria
125 established in RCW 89.08.400 or other reasonable grounds consistent with chapter 89.08
126 RCW.

127 SECTION 5. By December 31, 2006, the executive shall file with the clerk of the
128 council a fully executed original of the interlocal agreement, substantially in the same form
129 as Attachment A to this ordinance. If the executive fails to file the original of the interlocal
130 agreement, the special assessment provided for in this ordinance shall not be imposed and
131 shall not be collected for the three-year period, beginning in 2007, as described in section 2

132 of this ordinance. In the event that either party to the interlocal agreement terminates the
133 agreement, the special assessment provided for in this ordinance shall be rescinded for the
134 year or years following the termination.

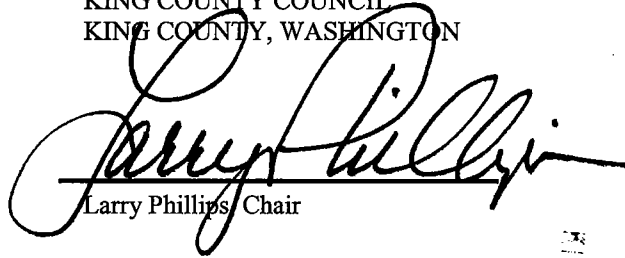
135 SECTION 6. All provisions of this ordinance are necessary to accomplish the
136 intent of the council in imposing the natural resource special assessment for the duration
137 of the assessment from January 1, 2007, through December 31, 2009, and are not
138 severable from each other. If any provision of this ordinance is declared by a final court
139 order to be invalid, all provisions of this ordinance shall be deemed to be of no force or

140 effect and the natural resource assessment authorized herein shall not be collected, or if
141 collected shall be refunded by the King Conservation District.
142

Ordinance 15661 was introduced on 11/20/2006 and passed as amended by the Metropolitan King County Council on 12/11/2006, by the following vote:

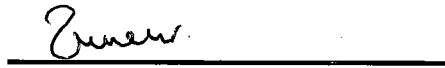
Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of December, 2006.



Ron Sims, County Executive

RECEIVED
2006 DEC 19 PM 12:25
KING COUNTY COUNCIL CLERK

- Attachments**
- A. An Interlocal Agreement Revised Between King County and the King Conservation District Relating to Natural Resource Conservation, dated December 11, 2006

**AN INTERLOCAL AGREEMENT REVISED BETWEEN
KING COUNTY AND THE KING CONSERVATION DISTRICT
RELATING TO NATURAL RESOURCE CONSERVATION**

THIS AGREEMENT is entered into by and between King County, a Washington municipal corporation (hereinafter referred to as the "County"), and the King Conservation District, a governmental subdivision of the state of Washington organized under Chapter 89.08 RCW (hereinafter referred to as the "District").

RECITALS

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 89.08.341, the County and the District are authorized to enter into this Agreement for the purpose of engaging in cooperative efforts to promote, facilitate and undertake programs and activities relating to the conservation of natural resources; and

WHEREAS, the District was established in 1949 pursuant to Chapter 89.08 RCW with the purpose and authority to undertake programs and activities to protect and conserve natural resources throughout King County; and

WHEREAS, since its inception the District has developed an expertise in the management of soil, water and natural resources to protect and conserve the environment and local economies and the District has earned a reputation among landowners as an organization that understands and appreciates their needs; and

WHEREAS, the District historically has worked predominantly with farm and rural landowners and more recently the District is being called upon to apply its land and resource management expertise to support landowners in urban, suburban and marine shoreline areas in King County; and

WHEREAS, the District's relationship with the Natural Resources Conservation Service of the United States Department of Agriculture and other federal and state agencies strengthens its ability to preserve and protect natural resources in King County through access to federal and state funded programs; and

WHEREAS, the County has an interest in protecting the quality of its water to enhance human health and the health of its aquatic and riparian habitats, and is obligated under its National Pollution Discharge Elimination System permit to do so; and

WHEREAS, the County's Critical Areas Ordinance provides for King County landowners to work with the District to bring agricultural practices into compliance with water quality and critical area standards and that the District is likely to be requested by King County to provide similar services under the County's Zoning Code; and

37 WHEREAS, the County has a variety of programs and regulations that relate to farm
38 practices and the preservation of natural resources that are best implemented in cooperation
39 and coordination with the District; and

40 WHEREAS, municipal and county governments and other stakeholders have over the
41 past six years invested major efforts in completing salmon habitat conservation plans through
42 the mechanism of Water Resource Inventory Area (WRIA) planning processes authorized by
43 the Washington Salmon Recovery Act, Chapter 77.85 RCW, and these planning processes
44 have been coordinated by the WRIA 8 Forum, the WRIA 9 Forum, and the Snoqualmie
45 Watershed Forum, which are composed of local jurisdictions and stakeholders that have
46 joined themselves under interlocal agreements to promote salmon recovery in the WRIA 8
47 and 9 and Snoqualmie watershed areas; and

48 WHEREAS, the District over the past six years has been instrumental in the
49 development of the WRIA 8, WRIA 9 and the Snoqualmie Watershed salmon habitat
50 conservation plans by providing on an annual basis critical funding resources to the forums
51 through a grants program that has helped the member jurisdictions successfully complete
52 such plans and implement early actions and projects that were consistent with the developing
53 plans; and

54 WHEREAS, the member jurisdictions of each of the forums have approved the
55 salmon habitat conservation plans and now seek continued assistance from the District so as
56 to further implement the activities and projects recommended by the approved plans in order
57 to promote the recovery of salmon in the Puget Sound region; and

58 WHEREAS, the County, both in its capacity as a member jurisdiction within each forum,
59 and as service provider to each of the three forums, supports the implementation of the approved
60 plans and supports the District's continued involvement in providing financial assistance to the
61 forums so as to bring about the successful implementation of the plans; and

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63 WHEREAS, a key component of the WRIA watershed plans is a focus on
64 programmatic efforts working with private landowners on a voluntary basis to educate and
65 support the voluntary implementation of Best Management Practices (BMPs) on private
66 lands; and

67 WHEREAS, such programmatic efforts are known to be critical to the success of
68 natural resource conservation programs and are congruent with the District's mission and
69 statutory mandate; and

70 WHEREAS, pursuant to RCW 89.08.400 the County has been given the authority to
71 impose special assessments on lands within the District for a period or periods each not to
72 exceed ten years in duration to fund the District's conservation programs and activities; and

73 WHEREAS, pursuant to RCW 89.08.400 the District is required on or before the first
74 day of August in the year prior to which the District is proposing that a special assessment be
75 imposed to file with the County a proposed system of assessments, indicating the years

76 during which the District proposes that a special assessment be imposed, along with a
77 proposed budget for the District's Program of Work for the succeeding year; and

78 WHEREAS, in order for the County to adopt a system of assessments under RCW
79 89.08.400 for the benefit of the District's conservation programs and activities, the County
80 must find that the public interest will be served by the imposition of the special assessments
81 and that the special assessments to be imposed on any land will not exceed the special benefit
82 that the land receives or will receive from the District's programs and activities; and

83 WHEREAS, the County and the District desire to work cooperatively on natural
84 resource conservation efforts, including projects and activities to improve the quality of
85 water in the County and to assist landowners in King County to comply with laws and
86 regulations that protect the quality of the County's water, which activities have been declared
87 to be of a special benefit to lands pursuant to RCW 89.08.400(1); and

88 WHEREAS, the District acknowledges the County's responsibility to review annually
89 the Programs of Work approved by the District to ensure that the conservation programs and
90 activities to be funded by the special assessments satisfy the public interest requirement and
91 to confirm that the amount of special assessments imposed on any lands does not exceed the
92 special benefits to lands derived from the District's conservation programs and activities; and

93 WHEREAS, the County acknowledges that the District has historically prepared its
94 Programs of Work and associated budgets on an annual basis and that the District needs to
95 retain the right to prepare annually its Programs of Work and associated budgets so that they
96 may be based on current information and circumstances and, further, so that the District can
97 maintain some flexibility to address new or emerging conservation needs and requirements
98 which may vary from year to year and which may impact the District's Programs of Work
99 and associated budgets; and

100 WHEREAS, the County and the District share a mutual goal of providing a stable and
101 predictable source of funding for the District's conservation programs and activities so that
102 the District, the County, member jurisdictions, and other stakeholders who receive grants
103 from the District can develop and implement long range plans for natural resource
104 conservation activities which are congruent with the District's mission and statutory
105 mandate.

106 NOW, THEREFORE, in consideration of the mutual promises, benefits and
107 covenants contained herein, the parties hereto agree as follows:

108 I. PURPOSE OF THE AGREEMENT:

109 A. The recitals set forth above are incorporated herein by this reference.

110 B. The purpose of this Agreement is to establish and define the terms and conditions
111 for the cooperative efforts to be undertaken by the County and the District to promote,

112 facilitate and undertake certain conservation programs and activities to be funded, in whole
113 or in part, by the District's special assessment funds imposed under RCW 89.08.400.

114 **II. DEFINITIONS:**

115 A. "Program of Work" means a detailed statement or description of the conservation
116 programs and activities to be undertaken by the District for a particular calendar year using
117 special assessment funds authorized and imposed by the County for the benefit of the District
118 pursuant to RCW 89.08.400. A Program of Work will include a budget, broken out by major
119 activities, identifying the anticipated expenditure of the special assessment funds for the
120 District's conservation programs and activities described in the Program of Work.

121 B. "Advisory Committee" means a committee consisting of representatives of the
122 District and key stakeholder groups, including the County, member jurisdictions, and other
123 interested parties, that will assist the District in developing its Programs of Work and
124 reviewing the administration and implementation of such Programs of Work. The District
125 shall constitute the Advisory Committee in a manner that reflects its commitment to the
126 private landowner and to programmatic efforts, while including financial and scientific
127 expertise from the County and balanced representation from the District, member
128 jurisdictions and the three WRIA watershed forums. The committee shall meet as often as is
129 reasonably necessary to assist in the District's development of its Programs of Work and to
130 adequately review the administration and implementation of such Programs of Work. The
131 committee will investigate the existence of updated or new relevant best science data or
132 indicators relating to, or affecting, natural resource conservation efforts, and will also
133 identify and make funding recommendations for landowner incentive programs which are
134 consistent with the WRIA-based Salmon Recovery Plans. The committee is advisory in
135 nature only and the committee does not have the authority to require the District to
136 implement the committee's recommendations. At the direction of the District, the
137 committee may present its best science and landowner incentive findings and
138 recommendations to the WRIA watershed forums and member jurisdictions.

139 **III. RESPONSIBILITIES OF THE PARTIES:**

140 **A. THE DISTRICT**

141 1. Cooperation with the County: The District agrees that it will cooperate with the
142 County by performing certain services or responsibilities that (a) have been properly defined
143 and formally accepted by the District, (b) are consistent with the requirements of Chapter
144 89.08 RCW, and (c) are adequately funded through special assessment funds designated for
145 such activities and approved by the District, or through other funding sources provided by the
146 County or third parties. The District agrees that these three standards set forth in (a), (b), and
147 (c) above are met for the services described in subsections (a) through (f) below, and agrees
148 to provide such services consistent with past practice and at historical levels. The District
149 further agrees that the provision of such services shall include:

150 a. Working with the County in performing specific natural resource

151 conservation functions as identified in the King County Code Titles 2, 9, 16 and 21A,
152 including continuation of collaborative work with King County and rural property owners for
153 natural resource conservation, landowner assistance and farm planning, particularly as
154 provided for in Title 21A and in accordance with past practices and historical levels for farm
155 plans.

156 b. Responding to citizen requests for natural resource conservation assistance
157 from landowners within District boundaries.

158 c. Convening the Advisory Committee at least twice a year to assist the
159 District in the development of its Programs of Work, and so that the committee can provide
160 input to the District on the District's administration and implementation of the Programs of
161 Work.

162 d. Providing annual reports, at the time of submittal of the annual Program of
163 Work, to the King County Council and Executive detailing work completed the prior year.

164 e. Administering grant programs with the WRIA forums and the member
165 jurisdictions, as provided for herein, in an efficient and timely manner.

166 f. Making a good faith effort to assist agencies of the County where its
167 expertise may be of use in performing other conservation programs or activities, to the extent
168 such programs and activities are consistent with Chapter 89.08 RCW and as District staffing
169 and resources allow.

170 2. Proposed System of Assessments and Program of Work: In accordance with
171 RCW 89.08.400, the District will submit to the County on or before August 1 of each year (a)
172 its proposed system of assessments if a new, amended, or extended assessment is being
173 sought and (b) its Program of Work for the succeeding year, which shall include the
174 allocations as specified in Section 3 below for calendar years 2007, 2008 and 2009. The
175 District shall work cooperatively with the Advisory Committee to develop each Program of
176 Work. However, the District shall not be obligated to accept the committee's
177 recommendations if the District believes that the committee's recommendations are not in the
178 best interest of the District's goals and program priorities. The District agrees that it will
179 spend funds collected through the special assessment imposed by the County in a manner
180 which is consistent with each Program of Work submitted to the County and that no such
181 funds will be spent for activities that are not specified in the annual Program of Work.

182 a. 2007 Program of Work. Prior to December 31, 2006, the District agrees
183 that it will adopt a revised 2007 Program of Work to include the allocations of assessment
184 funds raised through assessments imposed against parcels of real property in 2007 in
185 accordance with the allocations specified in Section 3 below.

186 b. Future Programs of Work. Future Programs of Work and associated budgets
187 approved by the District and submitted to the County for review during the term of
188 this Agreement are anticipated to be substantially similar to the 2007 Program of

**Ordinance 15661
ATTACHMENT A
December 11, 2006**

189 Work. However, the District and the County agree that they will reconsider the
190 allocations provided for in Section 3 below and if necessary the system of
191 assessments provided for in Section B.1. below and consider an amendment to such
192 allocations pursuant to Article IX below in the event of (1) new statutory
193 requirements that the District's Board of Supervisors are subject to general election
194 laws under Title 29 RCW which would result in significant election expenses being
195 incurred by the District, or (2) new unfunded mandates or program requirements that
196 are imposed by federal, state or local jurisdictions upon the District such that the
197 District is able to demonstrate that the cost of fulfilling such mandates amounts to
198 10% or more of the total amount collected by the District pursuant to the terms of
199 Section 3.c.below.

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201 3. The Board of Supervisors of the King Conservation District agrees to prepare an annual *King*
202 *Conservation District Program of Work* that shall include the following stakeholder allocations
203 each year for the duration of the conservation assessment, effective from January 1, 2007 through
204 December 31, 2009:

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206 a.) 50% of special assessment collections remitted to the District will be used to fund a grant
207 program in partnership with the three King County WRIA watershed forums identified as
208 follows: the Snoqualmie Watershed Forum, the WRIA 8 Watershed Forum¹, and the WRIA 9
209 Watershed Forum. The grant program will fund projects and programs as provided for and in
210 accordance with the priorities in the WRIA-based Salmon Recovery Plans approved by the
211 forum member jurisdictions as recommended to the District by each of the forums. In
212 addition, the District will work with the WRIA watershed forums to identify, implement and
213 fund landowner incentive programs which are consistent with the WRIA-based Salmon
214 Recovery Plans. The 50% allocation of special assessment collections is equivalent to
215 approximately \$5 per assessed parcel, less the fees authorized in 3.d. below. The WRIA
216 watershed forum stakeholder 50% allocation of special assessment collections will be
217 divided among the three King County WRIA watershed forums so that 20% of the
218 stakeholder allocation will be used to fund projects and programs in partnership with the
219 Snoqualmie Watershed Forum, 40% of the stakeholder allocation will be used to fund
220 activities in partnership with the WRIA 8 Watershed Forum, and 40% of the stakeholder
221 allocation will be used to fund activities in partnership with the WRIA 9 Watershed Forum.

222 b. 20% of special assessment collections remitted to the District will be used to fund a grant
223 program in partnership with member jurisdictions. The grant program will fund projects and
224 programs within a given jurisdiction as recommended to the District by that member
225 jurisdiction. The 20% allocation of special assessment collections is equivalent to
226 approximately \$2 per parcel within each jurisdiction, less the fees authorized in 3.d. below.
227 Each jurisdiction is to receive grant funds on the basis of the number of parcels assessed
228 within that jurisdiction.

¹ The WRIA 8 Watershed Forum will undergo a name change, effective January 1, 2007, and will be called the "WRIA 8 Salmon Recovery Council." All references herein to the WRIA 8 Watershed Forum or WRIA 8 Forum shall be interpreted as applying to the WRIA 8 Salmon Recovery Council, to the extent that such references apply on or after January 1, 2007. The use of the term "forums" shall likewise be interpreted to include and apply to the WRIA 8 Salmon Recovery Council.

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c. 30% of special assessment collections remitted to the District will be used to fund other District programs and services. The 30% allocation of special assessment collections is equivalent to approximately \$3 per parcel, adjusted for the fees authorized in 3.d. below.

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d. The King County Treasurer is authorized to deduct one percent of the collected special assessments to cover the costs incurred by the County Treasurer and County Assessor in spreading and collecting the special assessments; provided, however, that any portion of such amount in excess of the actual costs of such work shall be transferred to the District to be used in accordance with the terms of 3.c. above.. The District is authorized to retain a fiscal administration fee to be used to cover administrative expenses, including costs associated with providing oversight of all assessment collections remitted to the District, and for all contracts and grants administered by the District; such fee shall not exceed 1% of all revenues derived from the special assessments.

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4. Service to Incorporated Areas: The District's Programs of Work will include services to be provided to incorporated areas within the County, for which the District may enter into separate agreements with other local governments.

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5. Annual Reports: The District shall provide annual reports including specific performance measures for completed work program activities to the King County Council and Executive at the time of submittal of the annual Work Program detailing work completed the prior year. The annual report shall be filed with the clerk of the council for distribution to the chair of the natural resources and utilities committee, or its successor committee, to the Executive, to each councilmember and to the lead staff for the natural resources and utilities committee, or its successor committee. The annual reports shall describe progress achieved towards work plan goals in terms of performance measures and report any barriers towards achieving work plan goals. Specifically, the reports should address the completion of farm plans, dairy nutrient management planning, landowner conservation services and administration and finance operations of the District.

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B. THE COUNTY

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1. Approval of Assessment: The County will consider a system of special assessments for the District in accordance with the requirements of RCW 89.08.400, which shall be effective for one or more years, up to a maximum duration of ten years, to fund the District's conservation programs and activities described in the Programs of Work. The District has proposed a system of assessments for the period from January 1, 2007 through December 31, 2011, which would provide a 5 year special assessment in the amount of \$9.98 per parcel with an additional fee of \$0.00 for parcels less than 1 acre in size, an additional fee of \$0.01 for parcels between 1 and 5 acres in size, and an additional fee of \$0.02 for parcels greater than 5 acres in size. This special assessment would apply to all lands within the

271 boundary of the District except those classified forestry, those owned by the federal
272 government, and those owned by federally recognized tribes or members of such tribes that
273 are located within the historical boundaries of a reservation.

274 2. Review of Programs of Work and Assessment: The special assessment for the
275 remaining years beyond the first year of any multi-year special assessment imposed by the
276 County may be modified or repealed by the County in its sole discretion on or before January
277 1 of any year. Any assessment funds collected by or for the benefit of the District based on a
278 previously adopted system of assessment will be used by the District in accordance with the
279 previously submitted Programs of Work submitted to support each such year's assessments.

280 3. Authorized Collection Fees: The King County Treasurer is authorized to deduct
281 one percent of the collected special assessments to cover the costs incurred by the County
282 Treasurer and County Assessor in spreading and collecting the special assessments; provided,
283 however, that any portion of such amount in excess of the actual costs of such work shall be
284 transferred to District to be used in accordance with the terms of III.A.3.c. above.4.
285 Cooperation with the District: The County, working through the Advisory Committee or at
286 the invitation of the District, will assist the District in the development and implementation
287 of the Programs of Work. Any agency of the County that has expertise, which may be of use
288 to the District, will make a good faith effort to assist the District, as requested and as
289 resources allow.

290 IV. MAINTENANCE OF RECORDS:

291 A. The parties agree to maintain accounts and records, including personnel, property,
292 financial and programmatic records and other such records as may be deemed necessary by
293 either party to ensure proper accounting for all funds expended from the District's
294 assessment. All such records shall sufficiently and properly reflect all direct and indirect
295 costs of any nature expended and services provided under this Agreement.

296 B. Records shall be maintained for a period of six (6) years after termination hereof
297 unless permission to destroy them is granted by the Office of the Archivist in accordance
298 with Chapter 40.14 RCW, or unless a longer retention period is required by law.

299 V. AUDITS AND EVALUATION:

300 A. To the extent permitted by law, the records and documents of the parties hereto
301 with respect to all matters covered by this Agreement shall be subject to inspection, review,
302 or audit by the other party during the performance of this Agreement and for six (6) years
303 after termination hereof.

304 B. The parties will cooperate with each other in order to review and evaluate the
305 procedures used to authorize the special assessments and the services provided under this
306 Agreement. The parties will make available to each other all information reasonably required
307 by any such review and evaluation process. Provided, however, each party may require the

308 other party to submit a formal request for information in accordance with applicable internal
309 policies or law.

310 VI. EFFECTIVENESS AND TERMINATION:

311 A. This Agreement shall become effective upon its signature by both the County and
312 the District, and shall terminate on December 31, 2009, unless it is terminated at an earlier
313 date pursuant to Section VI B. of this Agreement.

314 B. This Agreement also shall terminate if:

315 (1) The County, in its sole discretion, repeals the District's assessment

316 (2) The District requests that the County repeal its assessment.

317 Notwithstanding any of these actions, any assessment funds collected by or for the
318 benefit of the District based on a previously adopted system of assessment will be used by
319 the District in accordance with previously submitted Programs of Work.

320 VII. NONDISCRIMINATION:

321 Each party shall comply fully with applicable federal, state and local laws,
322 ordinances, executive orders and regulations, which prohibit discrimination. These laws
323 include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act
324 of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the
325 President of the United States and Executive Order 2001-R issued by the King County
326 Executive.

327 VIII. INDEMNIFICATION:

328 Each party hereto agrees, as authorized by law, to indemnify and hold harmless the
329 other party, its elected officials, employees and agents, for all claims (including demands,
330 suits, penalties, liabilities, damages, costs, expenses or loss of any kind or nature whatsoever
331 arising from or out of this Agreement) to the extent such a claim arises or is caused by the
332 indemnifying party's own negligence or that of its elected officials, employees or agents, in
333 performance of this Agreement. The foregoing indemnity is specifically and expressly intended to
334 constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title
335 51, as respects the other party only, and only to the extent necessary to provide the indemnified party
336 with a full and complete indemnity of claims made by the indemnitor's employees. The parties
337 acknowledge that these provisions were specifically negotiated and agreed upon by them.
338

339 IX. AMENDMENTS:

340 Amendments to the terms of this Agreement must be agreed to in writing by each
341 party and be approved by the County Council and the District's Board of Supervisors.

342

343 X. ENTIRE CONTRACT-WAIVER OF DEFAULT:

344 The parties hereto agree that this Agreement is a complete expression of the terms
345 hereto and any oral or written representations or understandings not incorporated herein are
346 excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent
347 default. Waiver of breach of any provision of this Agreement shall not be deemed to be a
348 waiver of any other or subsequent breach and shall not be construed to be a modification of
349 the terms of the Agreement unless stated to be such through written approval of the parties to
350 this Agreement. Each party shall carry out its duties under this agreement in good faith and in
351 accordance with legal requirements.

352 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
353 day of _____, 2006.

King Conservation District

King County

Chair, Board of Supervisors

King County Executive

Approved as to Form:

Approved as to Form:

District Legal Counsel

Deputy Prosecuting Attorney

354

355